

1 JAY R. WEILL (State Bar No. 75434)  
E-Mail: [jweill@sideman.com](mailto:jweill@sideman.com)  
2 SIDEMAN & BANCROFT LLP  
One Embarcadero Center, Eighth Floor  
3 San Francisco, California 94111-3629  
Telephone: (415) 392-1960  
4 Facsimile: (415) 392-0827

5 Attorneys for DEFENDANT  
6 CHERYL SAVAGE  
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**Filed**

MAR 15 2013

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE

9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 CHERYL SAVAGE,

15 Defendant.  
16

Case No. CR 11-0728-LHK (HRL)

**SECOND APPLICATION TO CONTINUE  
SENTENCING DATE**

17 This defendant is scheduled for sentencing on April 24, 2013, pursuant to defendant's plea  
18 of guilty to Count 1 of the Indictment. The sentencing date had been continued from February 5,  
19 2013 to April 24, upon the defendant's request. The defendant agreed in the Plea Agreement to  
20 pay \$300,000 toward her civil tax liability prior to sentencing and to sign a closing agreement with  
21 the IRS to settle the total amount of her civil tax liabilities. The parties have not yet agreed on the  
22 terms of the closing agreement because the defendant disagrees with the civil tax computations  
23 proposed by the Government. The only significant source of funds to pay the \$300,000 will be  
24 from the sale of the defendant's residence in Monterey, California. The property has being  
25 actively marketed for sale since the defendant pled guilty. No offers have yet been made on the  
26 property. The defendant continues to work as a real estate broker and earns commissions from real  
27 estate sales. The undersigned has received \$32,000 from the defendant which has been deposited  
28 in our trust account and will be used to pay down the \$300,000 owed under the plea agreement. It

1 is simply not likely that a sale of the defendant's residence will occur and close before the April 24  
2 sentencing date. If the sentencing date remains at April 24, then the defendant will clearly be in  
3 breach of the her promise in the plea agreement.

4 Accordingly, the defendant requests that the sentencing be continued to July 10, 2013 to  
5 allow the defendant additional time to sell her residence so that she can fully pay the \$300,000  
6 required under the Plea Agreement and for the parties to agree on her civil tax liabilities. The  
7 Probation Office has no objection to the continuance of the sentencing date. Government counsel  
8 objects to the sentencing date being continued.

10 DATED: March 14, 2013

SIDEMAN & BANCROFT LLP

11 By: /s/ Jay R. Weill

13 Jay R. Weill  
14 Attorneys for DEFENDANT  
15 CHERYL SAVAGE

16 ORDER

17 Upon application of the defendant, the defendant's sentencing is continued to July 10,  
18 2013.

19 DATED: \_\_\_\_\_

20 Lucy H. Koh  
21 United States District Court Judge

22 7323-1\1705630v1

23 Denied. Sentencing remains April 24, 2013.

24  
25 March 15, 2013

26 Lucy H. Koh  
27 U.S. District Judge  
28